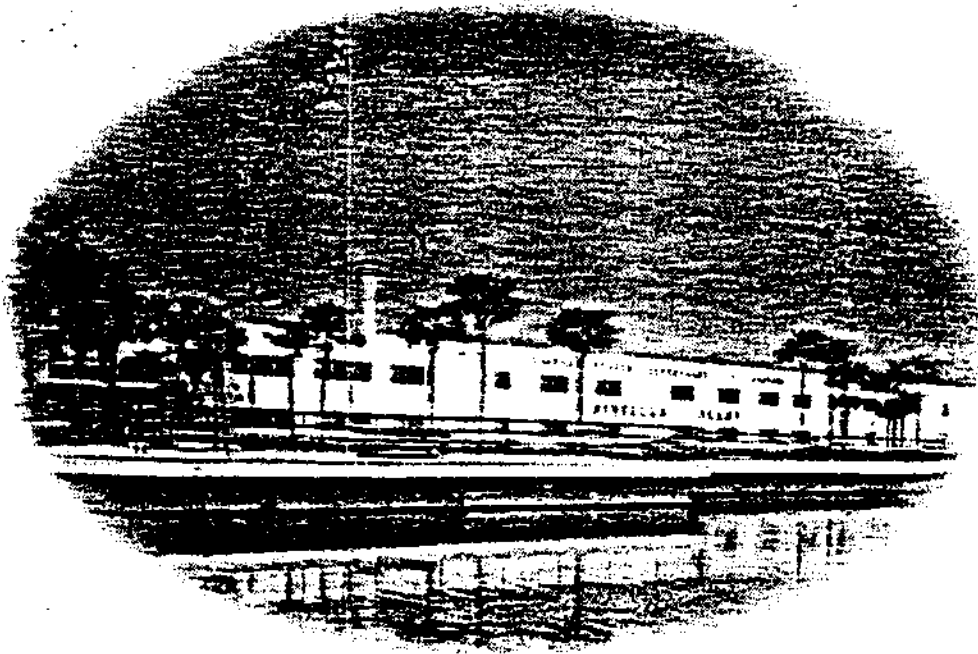




Sale  
&  
Purchase Contract  
for the  
Pinellas Plant



CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT made and entered into this seventh day of March, 1995, between the PINELLAS COUNTY INDUSTRY COUNCIL, a special district in Pinellas County, Florida, created by Chapter 69-1490, Laws of Florida, hereinafter referred to as "Buyer," and UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, hereinafter referred to as "Seller."

WITNESSETH:

WHEREAS, Seller has owned and maintained a facility at Bryan Dairy and Belcher Roads in Pinellas County, Florida, for many years, currently operated by its Management and Operating Contractor; and

WHEREAS, it is no longer in the best interest of the United States of America for Seller to continue to own and maintain this facility; and

WHEREAS, Seller has determined that it is in the best interest of the United States of America to sell the real estate and the related personal property comprising the facility; and to provide such tangible personal property as is no longer needed by the Department of Energy as soon as possible; and

WHEREAS, Buyer is interested in minimizing the impact to the community of the loss of jobs caused by the closure of the Pinellas Plant. Buyer's mission is the creation of employment opportunities in the community. The acquisition of vacant land, in and of itself, would not achieve that purpose. The opportunity offered by

1 the acquisition of the Pinellas Plant is to maintain high technology jobs at the  
2 facility; and

3 WHEREAS, pursuant to the Atomic Energy Act of 1954, Section 161 g (42  
4 U.S.C. § 2201(g)), the Department of Energy has the independent authority to, "sell,  
5 lease, grant, and dispose of such real and personal property as provided in this Act;"  
6 and

7 WHEREAS, pursuant to the National Defense Authorization Act of 1993,  
8 (Pub. L. 102-484, § 3161) and the National Defense Authorization Act of 1994 (Pub.  
9 L. 103-160, § 3155), the Department of Energy has the authority to assist  
10 communities affected by work force restructuring at Defense Nuclear Facilities; and

11 WHEREAS, Seller has determined that the sale of the facility to Buyer will  
12 assist the community in adjusting to the changes resulting from the closure of the  
13 facility; and

14 WHEREAS, the mission of the Pinellas County Industry Council, as set forth  
15 in its enabling legislation, Chapter 69-1490, Laws of Florida, includes promoting  
16 the economic development of Pinellas County, Florida, by acquiring lands,  
17 properties and improvements for development, enlargement, expansion, retention,  
18 rehabilitation, and promotion of industry, commerce, agriculture, recreation,  
19 conservation, natural resources and vocational training and the construction of  
20 certain facilities and infrastructure to promote such goals; and

21 WHEREAS, the following-described sale and lease back will help fulfill  
22 Buyer's above-described mission.

1 NOW, THEREFORE, for the following-described consideration, the parties  
2 hereto agree as follows:

3 1. DESCRIPTION OF PROPERTY:

4 In consideration of the payment hereinafter agreed to be paid by Buyer  
5 to Seller, and in consideration of the covenants of the respective parties hereto, each  
6 to the other to be performed by them at the time and in the manner hereinafter  
7 provided, the parties do hereby agree to the following transaction:

8 A. The purchase of real estate and related personal property  
9 located in Pinellas County, Florida, described as set forth herein: See Exhibit "A,"  
10 attached hereto and made a part hereof (hereinafter referred to as the "Premises").

11 B. The Department of Energy also agrees to transfer personal  
12 property under authorities available to it, consistent with Departmental policy as  
13 that policy is outlined in the Personal Property Transfer Terms, attached hereto as  
14 Exhibit "B" and made a part hereof.

15 2. PURCHASE PRICE AND OTHER CONSIDERATION:

16 A. Seller agrees to sell the Premises at the price of TWO MILLION SIX  
17 HUNDRED THOUSAND DOLLARS (\$2,600,000) (hereinafter the "purchase  
18 price"), subject to adjustments and prorations, payable in kind as follows. Seller  
19 and Seller's agents, contractors, including its current Management and Operating  
20 Contractor, and sub-contractors will continue to require the use of a portion of the  
21 Premises, for the completion of ongoing projects, for the orderly closure of DOE's  
22 operations in Pinellas County, and for the completion of its decommissioning

1 responsibilities on the Premises. The parties agree that the best way to accomplish  
2 these goals is for Seller to lease back Building 100, supporting outbuildings and  
3 capabilities, and the child development and partnership school buildings at the  
4 respective fair market rental values. Therefore, the parties are simultaneously  
5 entering into a Lease Agreement (the "Lease Agreement"), the terms of which are  
6 incorporated herein by reference, commencing upon the date of Closing, and ending  
7 September 30, 1997 (except as such dates may be altered or extended by other  
8 terms of this Contract and that Lease Agreement). The Lease Agreement  
9 specifically identifies the portions of the Site subject to lease back, and ascertains  
10 the fair market rental to be ONE MILLION FOUR HUNDRED FORTY-THREE  
11 THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS (\$1,443,972) per  
12 annum. Buyer will pay the sum of TEN DOLLARS (\$10) at closing. Seller will  
13 apply rent payments against the balance of the purchase price, with the present  
14 worth of the rent payments discounted using the rates prescribed in OMB Circular  
15 No. A-94. Once the purchase price is fully liquidated, Seller will make rent  
16 payments as prescribed in the Lease Agreement.

17 B. The parties agree that as additional consideration for the  
18 purchase, the use of the property by Buyer is limited to promoting Economic  
19 Development in Pinellas County by promoting industry, commerce, and vocational  
20 training, as directed by the Pinellas County Industry Council. Buyer agrees that  
21 during the term of Seller's Lease, Buyer will make good faith effort to identify and  
22 contract with one or more businesses to occupy Building 100 in "as is" condition at

1 no or little additional expense to Buyer, and which would fulfill the mutual mission  
2 of promoting Economic Development in Pinellas County. This shall not be  
3 interpreted in any way to restrict Buyer's authority to lease the property to Seller  
4 for the purposes described in the Lease Agreement.

5 C. The parties acknowledge some buildings are most suitable for a  
6 unique class of operations, and without substantial renovations, these buildings  
7 may have little practical utility to users other than DOE. One of the alternatives  
8 being considered by the Department of Energy is to support demolition of all or part  
9 of the structures on site. The Department is currently considering this and other  
10 options. If Buyer is unsuccessful in efforts to contract with other potential tenants,  
11 and if, after the Department of Energy's review under the National Environmental  
12 Policy Act, this is determined to be an appropriate course of action, Buyer may  
13 exercise an option to share demolition costs for Buildings 100, 200 and 800 with  
14 Seller. Buyer may elect to require Seller to vacate Buildings 100, 200 and 800 in a  
15 condition suitable for immediate demolition. The schedule for notice of Buyer's  
16 election of this option is set forth in the Lease document. If Buyer elects this option,  
17 Buyer shall be responsible for payment of ONE MILLION SIX HUNDRED  
18 THOUSAND DOLLARS (\$1,600,000) based on the increased value of the property  
19 with these buildings demolished, and Seller shall be responsible for payment of  
20 ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,00), which is the  
21 balance of the current estimate of TWO MILLION SEVEN HUNDRED  
22 THOUSAND DOLLARS (\$2,700,000) for the complete demolition of the three

1 buildings. Buyer will be responsible to contract for and manage the demolition.  
2 Should the costs of the demolition be less than \$2,700,000, the savings, up to  
3 \$1,100,000, shall be returned to the United States. Should the actual costs of  
4 demolition exceed \$2,700,000, and if Buyer elects to proceed with demolition, the  
5 additional costs shall be shared on the following basis: Sixty percent (60%) of the  
6 additional costs shall be the responsibility of Buyer and Forty percent (40%) of the  
7 additional costs shall be the responsibility of Seller. Buyer and Seller recognize the  
8 potential for contamination under the foundations of Buildings 100, 200 and 800. If  
9 the cost of demolition increases solely due to the presence of contamination  
10 attributable to Seller's operations, Seller will be responsible for the incremental  
11 costs as determined by the Contracting Officer.

12 3. EFFECTIVE DATE:

13 The date of Contract ("Effective Date") shall be the date when the  
14 Contract is executed by the second of the parties to sign.

15 4. CLOSING DATE:

16 This transition shall be closed and the deed and other closing papers  
17 delivered on or before the 1st day of April, 1995 (the "Closing Date"), unless  
18 extended by other provisions of this Contract. The Closing Date shall under no  
19 circumstances precede the vacating of the Property by all occupants thereof, other  
20 than the tenants or subtenants specified in Exhibit "C," attached hereto and made a  
21 part hereof. In the event that Seller is not able to vacate the Property, less and  
22 except that portion to be leased back to Seller, by the scheduled Closing Date, Seller

1 shall have unilateral right to extend the Closing Date for a period of up to ninety  
2 (90) days. Thereafter, the Contract shall be null and void, unless extended by other  
3 provisions of this Contract, or by mutual written consent of the parties.  
4 Notwithstanding the foregoing, if Seller is unable to remove all of its personalty  
5 from non-leased portion of the Premises, and Buyer has no immediate need for that  
6 occupied space, then Buyer grants permission to store that property at no cost to  
7 Seller up to the termination of the Lease Agreement, or upon 60 days' notice by  
8 Buyer, Seller shall remove the property so stored. Such storage shall be at Seller's  
9 sole risk and responsibility.

10 5. POSSESSION:

11 Seller represents that at the time of closing there will be no parties in  
12 possession other than Seller, Seller's agents, and Seller's contractors, and those  
13 tenants or subtenants specified in Exhibit "C," and agrees to deliver possession of  
14 the Property at the time of closing, and to relocate all personal property of Seller to  
15 the areas to be leased to Seller as those areas are identified in the Lease  
16 Agreement, except as otherwise noted in this Contract.

17 6. TITLE EVIDENCE:

18 Buyer reserves the right to procure a title search and/or obtain a title  
19 insurance commitment issued by a Florida licensed title insurer agreeing to issue to  
20 Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in  
21 the amount of the purchase price (with fee owner's title policy premium to be paid  
22 by Buyer), insuring Buyer's good and marketable title to the Premises, subject only



1 to those standard exceptions appearing in the owner's title policy, which from  
2 Buyer's standpoint do not unduly affect title, and those items which shall be  
3 discharged by Seller at or before the Closing Date. Buyer shall have five (5) days  
4 from date of receiving the title report or title commitment to examine same. If title  
5 is found defective, Buyer shall, within three (3) days thereafter, notify Seller in  
6 writing specifying defect(s) or the same shall be deemed to have been accepted by  
7 Buyer. If said defect(s) render title uninsurable, Seller will have ninety (90) days  
8 from receipt of notice within which to remove said defect(s), which, if necessary,  
9 shall extend the Closing Date a like amount of time, and if Seller is unsuccessful in  
10 removing the defects within said time, Buyer shall have the option of either  
11 accepting the title as it then is, or Buyer and Seller shall be released, as to one  
12 another, of all further obligations under this Contract. However, Seller agrees that  
13 Seller will, if title is found to be unmarketable or uninsurable, use diligent effort to  
14 correct the defect(s) in title within the time provided.

15 7. SURVEY:

16 Seller agrees to provide a complete and accurate legal description and  
17 survey for the Premises (which survey must be recent enough to permit removal of  
18 the survey exceptions from the title insurance policy pursuant to section 627.7842,  
19 Florida Statutes (1993)), certified to the Pinellas County Industry Council by a  
20 registered Florida surveyor at Seller's expense at least twenty (20) days prior to the  
21 Closing Date. The survey shall clearly indicate the property owned by Seller and  
22 any easements, encroachments or improvements thereon. If the survey shows any

1 encroachment of the Premises or that improvements intended to be located on the  
2 Premises in fact encroach on lands of others, or violate any of the Contract  
3 covenants, the same shall be treated as a title defect. The survey, or a separate  
4 survey, shall also show the area comprising Building 100, supporting outbuildings,  
5 and parking amenities to be leased by Seller from Buyer.

6 8. INGRESS AND EGRESS:

7 Seller warrants that there is ingress and egress to the Property.

8 9. EXPENSES:

9 Seller and Buyer are currently exempt from the requirements of  
10 paying State documentary stamps which are required to be affixed to the deed  
11 pursuant to section 201.01, Florida Statutes. If one party, but not the other, should  
12 lose that exemption prior to the Closing Date, or prior to the closing if extending  
13 beyond the Closing Date by the terms of this Contract or by amendment, then the  
14 non-exempt party will pay the State documentary stamp tax. Buyer will pay the  
15 cost of recording the deed, together with the cost of recording any corrective  
16 instruments, and such other expenses assigned to Buyer in this Contract. Seller  
17 shall pay such expenses assigned to Seller in this Contract. Values of the property  
18 for recording purposes shall be \$2,600,000.

19 10. PROCEEDS OF SALE; CLOSING PROCEDURE:

20 The deed shall be recorded upon Seller's receipt of Buyer's check for  
21 \$10.00 and evidence of title obtained at Buyer's expense, to show title in Buyer,  
22 without any encumbrances or change which would render Seller's title

1 unmarketable from the date of the last evidence, and the proceeds of the sale shall  
2 be held in escrow by Seller's attorney or by such other escrow agent as may be  
3 mutually agreed upon for a period of not longer than five (5) days from and after the  
4 Closing Date. If Seller's title is rendered unmarketable, Buyer shall within said  
5 five (5) day period, notify Seller in writing of the defect and Seller shall have thirty  
6 (30) days from date of receipt of such notification to cure said defect. In the event  
7 Seller fails to timely cure said defect, all monies paid hereunder shall, upon written  
8 demand therefore and within five (5) days thereafter, be returned to Buyer and,  
9 simultaneously with such repayment, Buyer shall vacate the Premises and  
10 reconvey same to Seller by Quit Claim Deed. In the event Buyer fails to make  
11 timely demand for refund, Buyer shall take title as is, waiving all rights against  
12 Seller as to such intervening defect except as may be available to Buyer by virtue of  
13 warranties, if any, contained in the deed. The escrow and closing procedure  
14 required by this paragraph may be waived in the event the attorney, title agent or  
15 closing agent insures against adverse matters pursuant to section 627.7841, Florida  
16 Statutes (1993), as amended.

17 11. PRORATIONS:

18 Taxes, assessments, rent, interest, insurance, and other expenses and  
19 revenue of the Property, if any, shall be prorated through the day prior to closing.

20 12. DOCUMENTS FOR CLOSING:

21 Five (5) days prior to closing, Seller shall furnish or cause to be  
22 furnished, for Buyer's review, copies of the Quit Claim Deed, agency authorization

1 for the sale and designation of an agency employee authorized to sign the deed and  
2 other documents for closing. Those other documents, to be prepared by Buyer, are  
3 the Florida Department of Revenue (DOR) Transfer of Interest Form, Closing  
4 Statements, Affidavit of No Possession, Assignments of Leases (if applicable), and  
5 any corrective instruments that may be required in connection with perfecting the  
6 title.

7           Upon Buyer meeting the terms of purchase, Seller will promptly  
8 execute and deliver to Buyer a Quit Claim Deed, conveying the property to Buyer in  
9 fee simple, and all other documents necessary for the closing of this transaction.

10           13. PLACE OF CLOSING:

11           Closing shall be held in Pinellas County, at the office of the attorney or  
12 other closing agent designated by Seller.

13           14. TIME:

14           Time is of the essence of this Contract. Any reference herein to time  
15 periods of less than seven (7) days shall, in the computation thereof, exclude  
16 Saturdays, Sundays and legal holidays, and any time period provided for herein  
17 which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of  
18 the next full business day.

19  
20           15. RESTRICTIONS, EASEMENTS, LIMITATIONS:

21           Buyer shall take title subject to: zoning regulations, restrictions,  
22 prohibitions and other requirements imposed by governmental authorities:

1 restrictions in matters appearing on the plat or otherwise common to the  
2 subdivision; public utility easements of record; taxes from the date of closing and  
3 subsequent years. Seller reserves an easement for environmental remediation as  
4 set out elsewhere in this instrument.

5 16. SUCCESSORS AND ASSIGNS:

6 The covenants, provisions and agreements herein contained shall in  
7 every case be binding on and inure to the benefit of the parties hereto respectively,  
8 and their respective successors and assigns, except that the right of Buyer to assign  
9 Buyer's interest under this Contract is and shall be subject to the written consent of  
10 Seller.

11 17. BROKER:

12 Seller warrants and represents to Buyer that it has engaged no real  
13 estate broker with respect to the Property.

14 18. RADON GAS:

15 Radon is a naturally occurring radioactive gas that, when it has  
16 accumulated in a building in sufficient quantities, may present health risks to  
17 persons who are exposed to it over time. Levels of radon that exceed Federal and  
18 State guidelines have been found in buildings in Florida. Additional information  
19 regarding radon and radon testing may be obtained from your county public health  
20 unit.

19. LEASES:

Seller shall, not less than twenty (20) days prior to closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. In the event Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within said time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall, at closing, deliver and assign all original leases and transfer all unused advanced rents and security deposits to Buyer. Exhibit "C" to this Contract lists all tenants currently on site.

20. INSPECTION, REPAIR AND MAINTENANCE:

A. Buyer may, at Buyer's expense, have inspection made of roofs and walls, heating, cooling, electrical, plumbing systems and machinery by an appropriately licenses person dealing in the construction, repair and maintenance thereof and shall report in writing to Seller such items that are inoperable or significantly damaged, together with the cost of correcting same, prior to occupancy or not less than ten (10) days prior to closing, whichever occurs first. If Buyer identifies significant structural defects or defects affecting the habitability of the buildings on the Premises, then Buyer may elect to cancel this Contract not less than ten (10) days after closing.

B. There are common safety systems which interconnect both the portions of the facility to be leased by the Department of Energy and the portions to

1 be controlled by the Pinellas County Industry Council. The parties agree to  
2 negotiate an agreement on the maintenance of these systems by one entity within  
3 sixty (60) days of closing. During the negotiation of this agreement the Department  
4 of Energy shall maintain these systems and shall be granted such assess as is  
5 necessary for this purpose.

6 21. RISK OF LOSS:

7 If the premises are damaged, by fire or other casualty prior to closing,  
8 then Seller shall have the option to repair or rebuild the premises sufficiently to  
9 complete the mission requirements of the Department at the facility, or to demolish  
10 the damaged portion of the structure.

11 22. WARRANTIES AND REPRESENTATIONS:

12 A. Seller represents and warrants that there are no facts known to  
13 Seller materially affecting the value of the Property which are not readily  
14 observable by Buyer or which have not been disclosed to Buyer.

15 B. Except as disclosed to Buyer in Exhibit "D," attached hereto and  
16 made a part hereof, and except for the issue of asbestos described in paragraph 23  
17 of this Contract,

18 (1) Seller represents and warrants that to the best of its  
19 knowledge and belief the Premises are not in violation of any Federal law, rule, or  
20 regulation relating to hazardous substances or hazardous wastes, or to  
21 environmental conditions on, under or about the property, including, but not limited  
22 to, soil and groundwater conditions, other than as disclosed herein.

1                   (2) Buyer shall have the right, prior to closing, to come upon  
2 the Premises at reasonable times with its independent contractors, employees,  
3 engineers and other personnel to inspect and conduct testing upon the property,  
4 subject to the national security and safety concerns of the Department of Energy.  
5 If, before or after closing, Buyer determines that the Premises contain any toxic  
6 waste or chemical contamination, or have been used as a hazardous waste site (or  
7 chemical storage facility or dumpsite or as a garbage dump or landfill site) to any  
8 degree greater than that disclosed in the Baseline Environmental Report referenced  
9 in Exhibit "D," and it can be shown that such additional contamination or use was  
10 not caused by Buyer or by any of Buyer's subtenants, then Buyer may elect to  
11 require Seller to pay for a clean up and remediation of the Premises consistent with  
12 and appropriate to the site's use as an industrial park and to standards acceptable  
13 to the United States Environmental Protection Agency ("EPA") or the Florida  
14 Department of Environmental Protection ("DEP"), as applicable, or if prior to  
15 closing, Buyer may elect to cancel this Contract and have all sums paid hereunder  
16 returned to it. This Contract is specifically made contingent upon the Premises  
17 being free of contamination except as represented above. Seller agrees to remediate  
18 the Premises with all due diligence and reasonable speed. If there is a release, as  
19 that term is defined in Comprehensive Environmental, Response, Compensation,  
20 and Liability Act of 1980, § 101 (22), at the Pinellas Plant, due to the activities of  
21 Seller, prior to closing Buyer may elect to cancel this agreement and waive all  
22 responsibilities and liabilities thereunder.



1                   (3) As required by Section 120(h) of the Comprehensive  
2 Environmental, Response, Compensation, and Liability Act of 1980, Public Law 96-  
3 510, 42 U.S.C. § 9620(h), Buyer is hereby provided notice that on the Premises  
4 being transferred, there have been hazardous substances stored, released, and  
5 disposed. Enclosed with this instrument and incorporated herein as if set forth in  
6 full text, is Appendix G included in Exhibit "D" which shall constitute full notice to  
7 Buyer of the type and quantity of such hazardous substances and of such time at  
8 which said storage, release, and disposal took place, to the extent such information  
9 is available in the files of the Department of Energy.

10                   (4) Seller acknowledges that there is known contamination  
11 on the Premises and in Building 100 disclosed in Exhibit "D," attached hereto, and  
12 covenants that it will remain solely responsible for complete decontamination of  
13 these conditions, as well as any later-discovered contamination or later created  
14 contamination affecting the property which is the subject of the parties' Lease  
15 Agreement and which is caused as a result of the activities of the Seller, its agents  
16 or assigns. Buyer agrees that it will provide Seller and its contractors all  
17 reasonable and necessary easements to complete the decontamination  
18 responsibilities. "Complete decontamination" shall be deemed to be the removal or  
19 reduction of contamination on the Premises and in any of the improvements  
20 consistent with and appropriate to the site's use as an industrial park as negotiated  
21 with EPA or DEP, as applicable. Remediation shall be concluded in as timely a  
22 manner as scientifically and technologically practicable. All decontamination shall

1 be completed no later than the termination of the Lease Agreement between the  
2 parties. Some of the decontamination activities have already begun. If the  
3 decontamination has not been concluded before September 30, 1997, or such other  
4 termination date of the Lease Agreement, then the parties shall extend the Lease  
5 Agreement in writing an amount of time necessary to complete the cleanup, and  
6 Seller shall begin, for the portions of the facility in which decontamination activities  
7 are continuing, paying rent at the rates per square foot set out in the Lease  
8 Agreement until complete decontamination is achieved.

9 (5) If it is so determined by Seller that either  
10 decontamination or remediation efforts will best be completed by demolition of all or  
11 a portion of the improvements on Premises, Seller shall remain solely responsible  
12 for procuring and managing the demolition contract and any necessary permits, and  
13 for the cost of demolition. Seller shall also reimburse Buyer for any reasonable  
14 damages incurred. This shall include appropriate lease termination costs of  
15 affected tenants.

16 (6) As set out in 42 U.S.C. § 9620(h), Seller shall remain  
17 solely responsible for any ongoing or additional remedial or corrective actions after  
18 the date of the subject transfer, and accordingly shall be granted any appropriate  
19 access to the Premises to conduct such remedial or corrective actions.

20 C. The Pinellas Plant's East and West Ponds are designated as  
21 "wetlands" according to the National Wetland Inventory provided by the  
22 Department of the Interior, Fish and Wildlife Service. All actions regarding the

1   aforementioned wetlands shall be undertaken in accordance with applicable  
2   Federal, State, and local wetland regulations.

3           D.   The representations, warranties, and liabilities of Seller  
4   contained herein shall survive the closing and the termination of the referenced  
5   Lease Agreement between the parties.

6           23.   ASBESTOS:

7           Seller warrants, based on previous abatement activities and surveys  
8   incorporated as Exhibit "E," there is no friable asbestos in buildings 400, 1200 and  
9   1400. Seller also warrants that it will remove friable asbestos in building 100 and  
10   supporting buildings discovered during the term of the lease noted in paragraph 2  
11   herein, prior to or upon termination of the Lease Agreement. Friable asbestos  
12   currently contained in building 100 and supporting buildings will be managed and  
13   removed pursuant to all applicable Federal and State laws, statutes, ordinances,  
14   rules and regulations. The warranties of this paragraph will survive closing but are  
15   subject to the availability of funding.

16           24.   FACILITY ENVIRONMENTAL PERMITTING:

17           The Premises and the operations thereon are currently the subject of  
18   multiple environmental permits issued by various Federal and local agencies, more  
19   fully disclosed in Exhibit "F" attached hereto and made a part hereof. Some of the  
20   permits are assignable or may be amended to encompass the operations of Buyer or  
21   Buyer's future tenants. Seller covenants that it will cooperate in all applications  
22   sought by Buyer to assign or amend the existing permits to include or substitute

1 Buyer's operations and usage, or where appropriate to do so. Seller will make  
2 application to assign or amend the existing permits to accommodate the operations  
3 of Buyer or its tenants. This obligation of Seller will survive the closing.

4 If it is mandated by the appropriate regulatory agency that Buyer  
5 apply for a particular permit or assume assignment of a particular permit, Buyer  
6 will make every reasonable effort to do so in a timely manner. In addition, Buyer  
7 will require all its tenants to comply with then-current permits, will require that all  
8 tenants report any and all releases to the proper regulatory agency as well as to  
9 Buyer (and to Seller during any time in which the Lease Agreement is in effect),  
10 and will require all tenants to indemnify Seller for any claims, liability or other  
11 costs resulting from the respective tenant's failure to comply with permit conditions.

12 25. CONTRACT NOT RECORDABLE:

13 Neither this Contract nor any notice thereof shall be recorded in the  
14 Official Records of Pinellas County, Florida.

15 26. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT:

16 No prior or present agreements or representations shall be binding  
17 upon Buyer or Seller unless included in this Contract. No modification or change in  
18 this Contract shall be valid or binding upon the parties unless in writing and  
19 executed by the party or parties to be bound thereby. Typewritten or handwritten  
20 provisions inserted herein or attached hereto as addenda shall control all printed  
21 provisions of Contract in conflict therewith. Whenever herein the singular number

1 is used, the same shall include the plural, and the masculine gender shall include  
2 the feminine and neuter genders.

3 27. NOTICES:

4 Any notices required under this Agreement shall be forwarded to  
5 SELLER by Registered or Certified mail, return receipt requested, at the following  
6 address:

7 c/o Richard E. Glass, Area Manager  
8 Pinellas Area Office, Department of Energy  
9 P.O. Box 2900  
10 Largo, FL 34649  
11

12 until BUYER is notified otherwise in writing. All notices given to BUYER  
13 hereunder shall be forwarded to BUYER at the following address:

14 Pinellas County Industry Council  
15 2200 Tall Pines Drive, Suite 100  
16 Largo, FL 34641  
17

18 by Registered or Certified mail, return receipt requested, until SELLER is notified  
19 otherwise in writing.

20 28. ENVIRONMENTAL AGENCY APPROVAL AS CONDITION  
21 PRECEDENT: EXTENSION OF CONTRACT:

22 The U.S.EPA must conclude existing remediation processes on the  
23 Premises are effective, and Florida DEP must acknowledge they have no objection  
24 to the sale. These must be received in writing prior to the closing of this Contract.  
25 If not received prior to the scheduled closing date, this Contract shall automatically  
26 extend to 30 days after the receipt of such approval, unless terminated earlier by

1 other provisions of this Contract, but shall not extend beyond July 1, 1995, without  
2 additional written agreement of the parties.

3 29. ENVIRONMENTAL SAFETY AND HEALTH MAINTENANCE  
4 RESPONSIBILITIES:

5 For those portions of the facility which are to be leased by the  
6 Department of Energy, the responsibility for meeting the appropriate standards set  
7 by the regulatory authorities who have oversight over Federal Facilities for  
8 Environment, Safety and Health standards shall remain with the Department of  
9 Energy. The responsibility for meeting the appropriate standards set by regulatory  
10 authorities who have oversight over commercial operations for Environment, Safety  
11 and Health standards shall be with the Pinellas County Industry Council and its  
12 other tenants. Both parties agree, as noted elsewhere in this document, that the  
13 other tenants of this facility shall be required to indemnify the Pinellas County  
14 Industry Council and the Department of Energy for any damage or injury occurring  
15 to either as a result of their failure to meet said standards.

16 The parties also agree that it shall be a requirement of all tenants to  
17 react to any spill of hazardous materials on the facility through the notification and  
18 response of a properly trained Hazardous Material Response Team.

19 30. LIMITATION OF BUYER'S AND SELLER'S OBLIGATION:

20 A Buyer acknowledges that Seller, as an executive agency of the  
21 Federal Government, does not currently have appropriated funds available to fund

1 all of Seller's obligations under this agreement. It is anticipated that from time to  
2 time additional appropriated funds will be made available to Seller.

3 B. The parties estimate that performance of this agreement will  
4 not cost Seller more than the amounts set forth herein and Buyer agrees to perform  
5 its obligations under this agreement to the extent funds are and have been made  
6 available. Seller's obligation under this agreement is contingent upon the  
7 availability of appropriated funds from which payment for contract purposes can be  
8 made. No legal liability on the part of Seller for any payment may arise until such  
9 funds are made available to the Contracting Officer for this agreement.

10 C. Seller represents that appropriated funds are presently  
11 available to cover Seller's currently foreseen obligations for the remainder of Fiscal  
12 Year 1995. In the event that the funds available, as considered by Seller, become  
13 inadequate to cover the obligations of this agreement, Seller shall promptly notify  
14 Buyer. The notice shall state the estimated date when funds will no longer be  
15 available for the purposes set forth in this Contract and the estimated amount of  
16 additional funds that would be required to continue performance. Seller will use its  
17 best efforts to obtain the appropriation of funds necessary for the purposes  
18 described in this Contract but shall take no action which would result in obligations  
19 or expenditures that exceed the funds which legally are available for these  
20 purposes.

21 D. If Seller is delayed in its performance under this agreement.  
22 solely by reason of the failure of the Federal Government to allot sufficient

1 additional funds in a timely manner, and if additional funds subsequently become  
2 available, the parties may equitably adjust the terms of this agreement. Failure to  
3 agree on any such equitable agreement shall be a dispute to be settled pursuant to  
4 the Disputes clause found at 48 C.F.R. § 52.233-1.

5 E. Subsequent changes to this agreement shall not be considered  
6 an authorization to exceed the costs specified herein unless the change contains a  
7 statement increasing the costs, and payments for such changes shall be contingent  
8 upon the availability of appropriated funds.

9 F. Seller acknowledges that Buyer, as a political subdivision of the  
10 State of Florida, does not currently have appropriated and budgeted funds available  
11 to fund all of Buyer's obligations under this Agreement. It is anticipated that from  
12 time to time, additional appropriated funds will be made available to Buyer.  
13 Nevertheless, in the event that funds are not budgeted or appropriated by or for  
14 Buyer in any succeeding year, then the obligation to perform tasks related to such  
15 appropriations shall be deferred until funds are so appropriated, without penalty to  
16 Buyer or Seller.

17 31. RIGHTS OF ACTION:

18 In the event of a breach of any provision contained in this Contract by  
19 either party, this Contract may be terminated by either party, but there is no right  
20 of action for damages. The provisions of this Contract are not intended to benefit  
21 third persons, and breach thereof shall not be the basis for a cause of action by such  
22 third person against either party.



IN WITNESS WHEREOF, the parties hereto have hereunto executed  
this real estate contract the day and year first above written.

Executed by Seller on:

March 8, 1995

ATTEST:

UNITED STATES OF AMERICA by and  
through the DEPARTMENT OF ENERGY,  
Seller

By: John Alan Jones  
Name: John Alan Jones  
Title: Counsel,  
Pinellas Area Office

By: Richard E. Glass  
Name: Richard E. Glass  
Title: Manager,  
Pinellas Area Office

Executed by Buyer on:

3-8-95

ATTEST:

PINELLAS COUNTY INDUSTRY  
COUNCIL,  
Buyer

By: William M. Castoro  
Name: William M. Castoro  
Title: Executive Director,  
Pinellas County  
Industry Council

By: Charles E. Rainey  
Name: Charles E. Rainey  
Title: Chairman,  
Pinellas County  
Industry Council

\* Title Transfer March 17, 1995

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

As set forth in the Polaris Associates Survey and incorporated as if set forth here in full text.

The related personal property for Buildings 400, 1200, 1400, and associated areas is listed in Attachment 1. Related personal property for other buildings will be identified at a later date.

SUBJECT TO a reservation of a perpetual easement for purposes of ingress and egress for all remediation and corrective action responsibilities retained by the Department of Energy or its successor or assign as directed by 42 U.S.C. § 9620(h).

## EXHIBIT "B"

PERSONAL PROPERTY AND TRANSFER TERMS

As addressed in the stipulations of this Contract, Buyer is entering this agreement for the sole purpose of promoting economic development and minimizing the impact of the end of DOE operations in the area. Buyer enters this agreement for the opportunity to convert the technology potential of the facility to productive employment in the community. Buyer would not enter this agreement for the sole purpose of owning empty buildings or vacant land.

Understanding the technology potential of Pinellas Plant resides in the equipment and other personal property, combined with the skills of the work force, it is essential that a substantial amount of personal property be conveyed to Buyer in order for Buyer to accomplish the purpose. This does not include intellectual property other than that ancillary to the operation of specific equipment. Seller agrees to convey Pinellas Plant personal property to Buyer under the following conditions:

1. Pub.L. 103-139, "Appropriations for the Department of Defense for Fiscal Year 1994", and Pub.L. 103-316, "Energy and Water Appropriations for Fiscal Year 1995", provide that up to eight million dollars of personal property may be used for

1 local economic development. A list of equipment and conveyance of title to Buyer  
2 will occur when the equipment is no longer needed for the local DOE mission. This  
3 equipment will only go through the DOE High Risk screening process.

4 2. The authority of the Secretary to transfer or sell real and personal property  
5 has been authorized under special legislation specific to local economic  
6 development. All personal property at Pinellas will be disposed of in accordance  
7 with the attached DOE Expedited Reutilization Procedures (Memo of Richard Hopf  
8 dated February 1, 1995) and the Interim Policies for Control of "High Risk"  
9 Personal Property, Revision No. 1 dated February 7, 1995. A list of equipment will  
10 be prepared and conveyance of title to Buyer will occur when the equipment is no  
11 longer needed for the DOE mission.

EXHIBIT "C"

TENANTS OCCUPYING PREMISES

Pursuant to the requirements of paragraph "5", the Occupant of Building 400 is,

Southeast Soldering Technologies, Inc.

Ray Lockshier, President

8020 114th Avenue North

Largo, Florida 34643

Telephone (813) 545-9954

EXHIBIT "D"

BASELINE ENVIRONMENTAL STATUS

Incorporated in this Contract as if set forth in full text is the Pinellas Plant Environmental Baseline Report (Document number MMSC-EM-95010 dated February 8, 1995) and associated documents. The parties agree that this data shall be augmented and supplemented from time to time as new information becomes available. Seller agrees that a comprehensive Environmental Baseline survey shall be provided to Buyer no later than six months after the execution of this Contract. Any disputes concerning this document may be resolved by a decision of the Florida Department of Environmental Protection.

EXHIBIT "E"

ASBESTOS SURVEYS

1. Report of Survey, Sampling and Evaluation of Asbestos-Containing Materials, U.S. Department of Energy (DOE) Pinellas Plant, Largo, Florida. Prepared by Law Engineering, Inc., and Systematic Management Services, Inc. May 10, 1993.

2. Asbestos-Containing Materials Survey and Bulk Sampling Report. Prepared for General Electric Neutron Devices Department, Largo, Florida by ERCE. August 1990.

The above documents, provided separately, are incorporated into this Contract as if set forth in full text.

## EXHIBIT "F"

FACILITY ENVIRONMENTAL PERMITS  
PINELLAS PLANT ENVIRONMENTAL PERMITS

PERMIT TITLE	PERMIT NUMBER	EXPIRATION DATE
Industrial Wastewater Discharge Permit (Pinellas County Sewer System)	153-IE	08/28/1997
Hazardous and Solid Waste Amendments Permit (U.S. Environmental Protection Agency)	FL6 890 090 008	02/08/2000
Air Operating Permit (Florida Department of Environmental Protection)	AO52-233355	01/25/1999
Operation of a Hazardous Waste Container and Tank Storage Permit (Florida Department of Environmental Protection)	HO52-228925	08/16/1998